

## General Terms and Conditions of Delivery of Optimus Acorro B.V.

### Article 1. General

1. These General Terms and Conditions of Delivery are applicable to all offers, quotations and agreements between Optimus Acorro - hereinafter referred to as: "the User" - and a Client to which the User has declared these General Terms and Conditions of Delivery applicable, if and insofar as the parties have not explicitly deviated in writing from these General Terms and Conditions of Delivery.

2. The present General Terms and Conditions of Delivery are also applicable to agreements with the User, for the implementation of which the User needs to engage third parties.

3. These General Terms and Conditions of Delivery were also drawn up for the staff of the User and its management.

4. The applicability of any purchasing terms and conditions or other general terms and conditions of delivery of the Client is explicitly precluded.

5. If one or more provision(s) in these General Terms and Conditions of Delivery are null and void or were annulled in whole or in part at any moment, the other provisions in these General Terms and Conditions of Delivery shall remain in full force. The User and the Client shall then enter consultations in order to agree on new provisions to replace the null and void or annulled provisions, in which the purpose and scope of application of the original provisions shall be observed as much as possible.

6. In the event of ambiguity concerning the interpretation of any provision(s) of these General Terms and Conditions of Delivery, the interpretation ought to be 'in the spirit' of such provisions.

7. If a situation occurs between the parties that is not provided for in these General Terms and Conditions of Delivery, such situation must be assessed in the spirit of these General Terms and Conditions of Delivery.

8. If the User does not demand strict compliance with these General Terms and Conditions of Delivery at all times, this does not mean that the provisions thereof are not applicable, or that the User would to some extent lose the right to demand strict compliance with the provisions of these General Terms and Conditions of Delivery in other cases.

### Article 2. Quotations and offers

1. All quotations and offers of the User are non-committal, unless the quotation contains a deadline for acceptance. If no acceptance deadline is specified, no rights can be derived from the quotation or offer howsoever if, in the meantime, the product or service to which the quotation or the offer refers is no longer available or can no longer be delivered at the quoted price.

2. The User cannot be compelled to comply with its quotations or offers if the Client can reasonably understand that the quotations or offers, or a part thereof, manifestly contain(s) an error or typo.

3. The prices quoted in a quotation or offer are exclusive of VAT and other charges imposed by the authorities, any costs possibly incurred within the scope of the agreement, including but not limited to

travel & hotel expenses, shipping & handling costs, unless stated otherwise.

4. If the acceptance (whether or not on aspects of minor importance) deviates from the offer included in the quotation or the offer, this shall not bind the User, and the agreement shall not be concluded in accordance with such deviating acceptance, unless stated otherwise by the User.

5. A broken-down quotation does not compel the User to perform a part of the assignment at a proportionate part of the quoted price. Offers or quotations do not apply automatically to future orders.

### Article 3. Term of contract; implementation deadlines, transfer of risk, implementation and change of the agreement; price increase

1. The agreement between the User and the Client is entered into for an indefinite term, unless arising otherwise from the nature of the agreement or if the parties have explicitly agreed otherwise in writing.

2. If a deadline has been agreed or specified for the implementation or completion of specific work or for the delivery of specific goods, this shall never qualify as a final date. In the event of overstepping a deadline, the Client must therefore declare the User to be in default in writing, in which the User must be given a reasonable deadline to implement the agreement after all.

3. If the User needs information from or via the Client for the implementation of the agreement, the implementation deadline shall not commence until the Client has made such information correctly and fully available to the User.

4. The User is entitled to carry out the agreement in a number of phases and to invoice the thus performed part individually.

5. If the agreement is carried out in phases, the User may suspend the implementation of such elements forming part of a next phase until the Client has approved the results of the previous phase in writing.

6. The User has the right to outsource specific work to third parties. The applicability of Sections 7:404, 7:407 (2) and 7:409 Dutch Civil Code is explicitly precluded.

7. If work is performed by the User or by third parties engaged by the User within the scope of the assignment on the location of the Client or on a location specified by the Client, the Client shall take care, free of charge, of the facilities reasonably desired by such staff.

8. The Client shall see to it that all information which according to the User is necessary or of which the Client reasonably ought to understand that it is necessary for the implementation of the agreement, shall be submitted to the User well in time. If the information required for the implementation of the agreement has not been submitted to the User well in time, the User shall have the right to suspend the implementation of the agreement and/or to charge the extra costs to the Client arising from the delay in accordance with the rates as are then common practice. The implementation deadline shall not commence until the Client has made the information available to the User. The User

is not liable for any damage of whatever nature, caused because the User took incorrect and/or incomplete information submitted by the Client as a starting point.

9. If it turns out during the implementation of the agreement that it is necessary for a proper implementation thereof to make changes or additions to the agreement, the parties shall proceed to adjustment of the agreement well in time and by mutual agreement. In case of a change of the nature, scope or contents of the agreement, whether or not requested or instructed by the Client, the competent authorities, et cetera, which changes the agreement in a qualitative and/or quantitative sense, this may have consequences for what has been originally agreed. As a result, the originally agreed amount may also be increased or decreased. The User shall give an estimate thereof beforehand as much as possible. A change of the agreement may furthermore change the originally specified implementation deadline. The Client accepts the possibility of a change of the agreement, including but not limited to the change of price and implementation deadline.

10. If the agreement is changed, including but not limited to an addition, the User shall be entitled not to proceed to implementation until approval has been given by the authorized person of the User and until the Client has agreed to the price quoted for the implementation and other general terms and conditions of delivery, including but not limited to the date of implementation then to be determined. Failure to carry out the changed agreement - or failure to carry it out immediately - shall not lead to a breach of contract on the part of the User and does not constitute a ground for the Client to terminate or cancel the agreement.

11. Without this leading to default, the User may refuse a request to change the agreement if this could have a consequence in a qualitative and/or quantitative sense, for instance for the deliverable work or goods within that scope.

12. If the Client fails to properly perform what it is held to do towards the User, the Client shall be liable for all and any directly or indirectly resulting damage on the part of the User.

13. If the User agrees a fixed fee or fixed price with the Client, the User shall nevertheless be entitled to increase such fee or price at all times without entitling the Client in that case to dissolve the agreement on that ground, if the increase of the price arises from a power or obligation pursuant to legislation or is caused by an increase of the price of raw materials, wages, et cetera, or on other grounds that were reasonably unforeseeable upon conclusion of the agreement.

14. If the price increase, not caused by a change of the agreement, exceeds 10% and occurs within three months after conclusion of the agreement, only the Client who lays claim on Title 5 Part 3 of Book 6 Dutch Civil Code shall be entitled to dissolve the agreement through a written statement, unless the User is then prepared after all to carry out the agreement on the basis of what was originally agreed;

15. If the price increase arises from a power or an obligation falling to the User pursuant to the law;

16. Or if it has been stipulated that delivery shall take place more than three months after conclusion of the agreement.

### Article 4. Secondment

1. The User shall support the Client by making a temporary worker available for the implementation of the work set forth in the order confirmation. The estimated period during which the temporary worker shall be engaged, or the estimated duration of the work, shall be specified in the order confirmation.

2. None of the parties shall be permitted for the duration of the service as well as within one year after termination thereof, to engage persons from the other party who are or have been involved in the implementation of the service and/or to (le them) carry out work for such party and/or to enter negotiations for this purpose with such persons and/or contact them, except after the prior written consent of the other party.

3. The Client owes a fee for the work to be performed by The Contractor as set forth in the order confirmation. This does not include external costs such as travel & hotel expenses incurred by trainers, coaches, consultants and management consultants.

4. The additional work demanded by the Client other than prescribed beforehand shall only be delivered on the basis of post costing.

5. The work to be performed by the temporary worker shall be paid the Client to the User based on the number of hours / days / months spent on the implementation of the assignment.

6. The hourly/monthly rate is stated in the order confirmation. The rate is exclusively applicable to the temporary worker specified in the order confirmation.

7. The rate specified in the order confirmation is applicable to the calendar year in which the assignment has been accepted by the Client. Any price increases caused by (semi)government measures shall be passed on to the Client calculated from the date of such change(s). Price increases caused by the labour cost development at the Contractor shall be passed on every year on 1 January.

8. The User warrants compliance vis à-vis the Client with the social security legislation and tax legislation referring to the temporary worker who is or has been involved in the work. The User indemnifies the Client for and against any claims and/or additional tax assessments of social security contributions and/or taxes with respect to the temporary worker who is or has been involved in the work specified in the order confirmation.

9. If a temporary worker of the User performs work on the location of the Client the Client shall enable the temporary worker to perform the work properly and to provide the staff free of charge of adequate work space and facilities 'in accordance with the legislation concerning working conditions' as are necessary for the implementation of the work.

## General Terms and Conditions of Delivery of Optimus Acorro B.V.

### Article 5. Takeover of Temporary workers

1. The Client is not permitted to let the temporary worker specified in the order confirmation carry out any work on its behalf within the scope of an employment relationship or via third parties.

2. The ban referred to in paragraph 1 is applicable during the term of the assignment as well as during a period of twelve months after termination of the assignment.

3. The provisions of paragraphs 1 and 2 of this article are not applicable if the Client has obtained the prior written consent of the User implying a deviation from paragraphs 1 and 2. The User may attach conditions to such consent, which shall be submitted for approval to the Client in writing.

4. In case of breach of any of the provisions of this article, the Client shall forfeit an immediately payable penalty of € 20,000.

### Article 6. Suspension, dissolution and premature termination of the agreement

1. The Client and the User have the right to terminate the agreement with due observance of a period of notice of one calendar month. Notice of termination shall be given in writing before the end of a calendar month.

2. The User is authorized to suspend performance of the obligations or to dissolve the agreement, if:

3. The Client does not fulfil the obligations from the agreement, not fully, or not in time;

4. After conclusion of the agreement the User becomes aware of circumstances providing valid grounds to fear that the Client shall not fulfil the obligations;

5. The Client has been requested upon conclusion of the agreement to furnish security for the fulfilment of its obligations under the agreement and such security is not furnished or is inadequate;

6. Due to the delay on the part of the Client it is no longer fair to expect the User to carry out the agreement on the originally agreed conditions.

7. Furthermore, the User is authorized to dissolve the agreement if circumstances occur of such a nature that fulfilment of the agreement is impossible or if otherwise circumstances occur of such a nature that unchanged continuation of the agreement cannot be reasonably expected of the User.

8. If the agreement is dissolved, the claims of the User on the Client shall be immediately payable. If the User suspends fulfilment of the obligations, the User shall retain its entitlements pursuant to the law and the agreement.

9. If the User proceeds to suspension or dissolution, the User shall not be held in whatever way to compensate any resulting damage and/or expenses.

10. If the dissolution is attributable to the Client, the User shall be entitled to compensation of the damage, including but not limited to the directly and indirectly resulting expenses.

11. If the Client fails to fulfil its obligations arising from the agreement and fails to justify such non-fulfilment, the User shall be entitled to dissolve the agreement immediately and

with immediate effect, without any obligation on its part to pay any damages or indemnification, while the Client, by virtue of breach of contract, shall be held to pay damages or indemnification by all means.

12. In the event of liquidation, (an application for) administrative receivership or bankruptcy, an attachment - if and insofar as the attachment is not lifted within three months - of property of the Client, a debt restructuring scheme or another circumstance causing the Client to lose free disposition of its capital, the User shall be at liberty to terminate the agreement immediately and with immediate effect, or to cancel the order or agreement, without any obligation on its part to pay any damages or indemnification, in which case the claims of the User on the Client shall be immediately payable.

13. If the Client cancels a placed order in whole or in part, the already performed work and the relevant reserved working hours or prepared goods, increased by any supply & removal costs thereof and the working hours reserved for the implementation of the agreement, shall be fully charged to the Client.

### Article 7. Force majeure

1. The User is not held to comply with any obligation vis-à-vis the Client if the User is prevented from doing so by a circumstance that cannot be blamed on guilt, and is not the responsibility of the User by virtue of the law, a legal act, or current market practices and behaviour.

2. In these General Terms and Conditions of Delivery, force majeure is to be understood, in addition to the relevant provisions in legislation and case law, as all and any external causes, whether foreseen or unforeseen, which are beyond the control of the User yet prevent the User from fulfilling its obligations. This includes but is not limited to strikes in the company of the User or of third parties. The User also has the right to rely on force majeure if the circumstance preventing (further) implementation of the agreement occurs after the User should have complied with its commitment.

3. During the period in which the force majeure continues, the User may suspend the obligations under the agreement. If such period lasts longer than one month, each of the parties shall be entitled to dissolve the agreement, without any obligation to compensate the other party for any damage.

4. If and insofar as, upon the occurrence of force majeure, the User has meanwhile fulfilled - or is able to fulfil - its obligations from the agreement in part, and the fulfilled respectively deliverable part has independent value, the User shall be entitled to invoice the already fulfilled respectively deliverable part separately. The Client is held to pay such invoice as if there had been an individual agreement.

### Article 8 Payment and collection charges

1. Payment must at all times be effected within 14 days after the invoice date, in a manner to be specified by the User, and in the currency of the invoice, unless specified otherwise by the User in

writing. The User is at all times entitled to send periodic invoices.

2. If the Client fails to pay an invoice in time, the Client shall be in default by operation of law. The Client shall then owe an interest of 2% per month, unless the statutory commercial interest is higher, in which case the statutory commercial interest shall be payable. The interest on the immediately payable amount shall be calculated from the moment when the Client is in default until the moment of full payment of the amount payable.

3. The User has the right to allocate the payments made by the Client first for payment of the costs, subsequently for payment of the unpaid interest and finally for payment of the principal amount and the accrued interest.

4. The User may refuse a payment offer, without this leading to a default on the part of the User, if the Client prescribes a different sequence for the allocation of the payment. The User may refuse full repayment of the principal amount, if it is not accompanied by simultaneous payment of unpaid and accrued interest and collection charges.

5. The Client shall never be entitled to set off any amounts payable by the Client to the User.

6. Objections against the amount of an invoice shall not suspend the payment obligation. A client who is not entitled to lay claim on Part 6.5.3 (Sections 231 through 247 Book 6 Dutch Civil Code) shall not be entitled either to suspend the payment of an invoice on another ground.

7. If the Client fails to perform or is in default in the (punctual) fulfilment of its obligations, all expenses reasonably incurred to accomplish fulfilment out of court shall be borne by the Client. The extrajudicial expenses shall be calculated on the basis of what is common practice among debt collectors in the Netherlands. If, however, the User has incurred higher collection costs which were reasonably necessary, the actually incurred costs shall qualify for compensation. The possibly incurred judicial expenses and costs of execution shall also be recovered from the Client. The Client shall also owe interest on the payable collection charges.

### Article 9 Liability

1. Should the User be liable, such liability shall be limited to what is laid down in this provision.

2. The User is not liable for any damage of whatever nature, caused because the User took incorrect and/or incomplete information submitted by or on behalf of the Client as a starting point.

3. Should the User be liable for any kind of damage, the liability of the User shall at all times be capped at the amount paid out, as the occasion arises, under the (professional) liability insurance that was taken out.

4. The liability of the User is in any event at all times limited to the amount paid out by its insurer as the occasion arises.

5. The User exclusively accepts liability for direct damage.

6. Direct damage is to be exclusively understood as costs reasonably incurred to determine the cause and scale of the damage, if and insofar as such

determination refers to damage within the meaning of these General Terms and Conditions of Delivery, any costs reasonably incurred to bring the substandard performance of the User in line with the agreement, if and insofar as such costs can be attributed to the User, and any costs reasonably incurred in order to prevent or limit any damage, if and insofar as the Client demonstrates that such costs have resulted in a limitation of direct damage within the meaning of these General Terms and Conditions of Delivery. The User shall never accept liability for indirect damage, including but not limited to consequential damage, loss of profit, loss of savings, and damage caused by business stagnation.

7. The limitations of liability contained in this article shall not be applicable if the damage may be blamed on gross negligence or wilful misconduct on the part of the User or its superiors or subordinates.

### Article 10 Indemnification

1. The Client indemnifies the User for and against any claims by third parties who suffer damage in connection with the implementation of the agreement and of which the cause may be attributed to other than to the User.

2. Should the User be held liable by third parties on this ground, the Client shall be held to assist the User both in and out of court and to immediately do all that is fair to expect of the Client in that case. Should the Client fail to take adequate measures, the User shall be entitled, without requiring any notice of default, to do so itself. All and any resulting expenses and damage on the part of the User and third parties shall be fully at the expense and risk of the Client.

### Article 11 Intellectual property

The User reserves the rights and powers falling to the User pursuant to the Dutch Copyright Act and other intellectual-property legislation. The User has the right to use the knowledge increased on its part through the implementation of an agreement also for other purposes, except where strictly confidential information of the Client is made known to third parties.

### Article 12

#### Applicable law and disputes

1. All legal relationships to which the User is a party have been exclusively construed in accordance with and are exclusively governed by Dutch law, also if a commitment is carried out abroad in whole or in part or if the party to the legal relationship involved has its domicile there.

2. The court of law in the corporate domicile of the User shall have exclusive jurisdiction on any disputes, unless prescribed otherwise by mandatory rules of law. The User shall nevertheless have the right to submit the dispute to the court of law which has jurisdiction in accordance with the law.

3. The parties shall not turn to the court of law until they have made their best effort to settle a dispute amicably.

Dordrecht, Version 1-2017